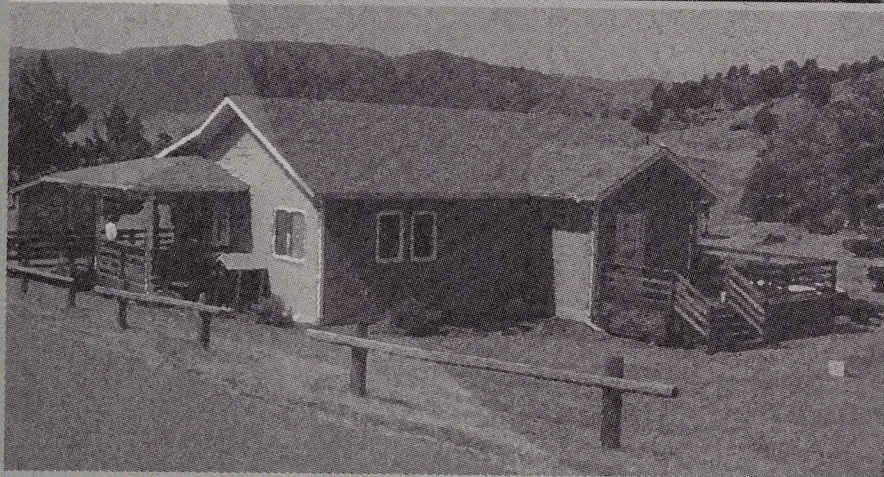


Guidance for Tenants Using **BLM** Housing



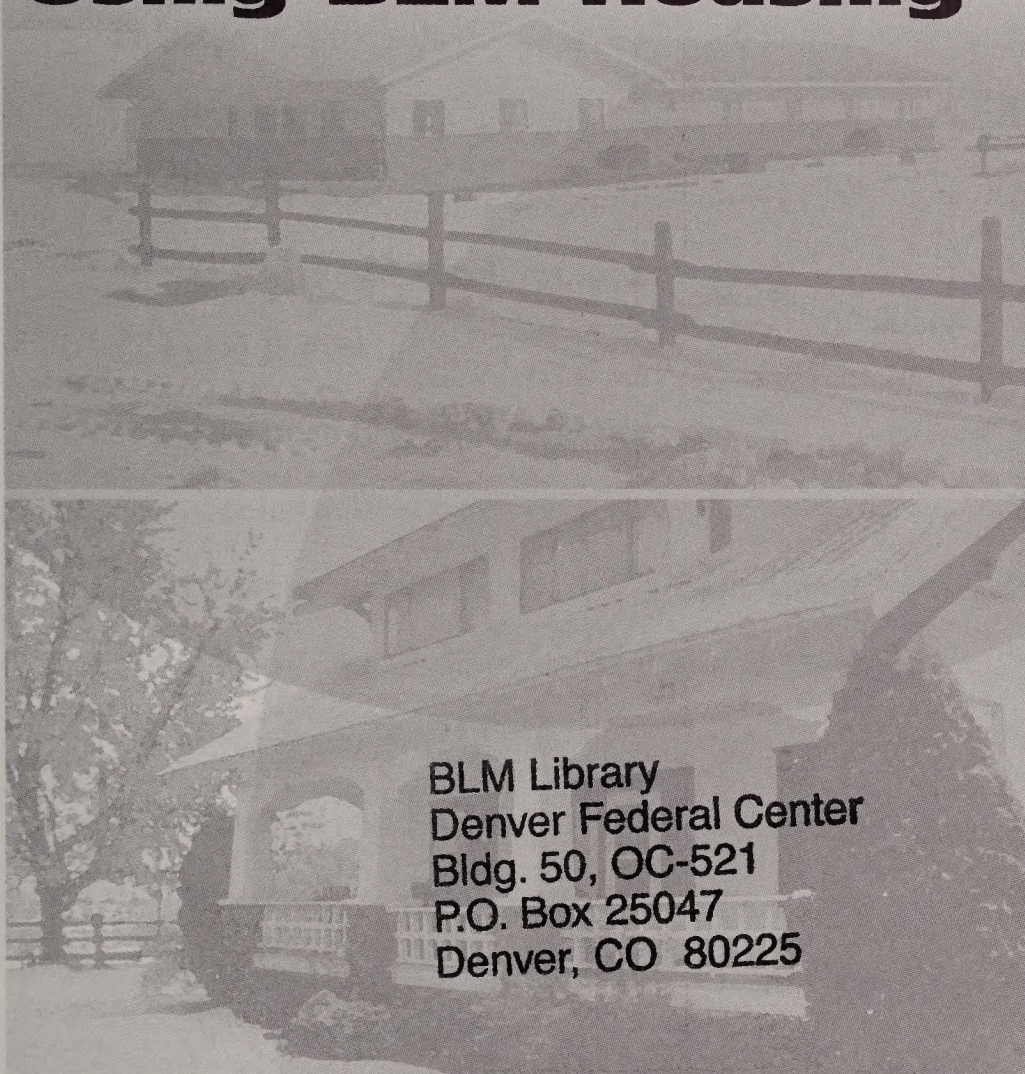
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Guidance for Tenants Using BLM Housing



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*Produced by the
BLM National Quarters Office*

Bonnie Pomarico, BLM National Quarters Officer

Editing by Robert Woerner, National Business Center. Layout and Design by
Ethel Coontz, National Science and Technology Center.

March 2004

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POLICIES

Purpose

This booklet provides important guidance and information to all Bureau of Land Management (BLM) tenants.

BLM's Goal

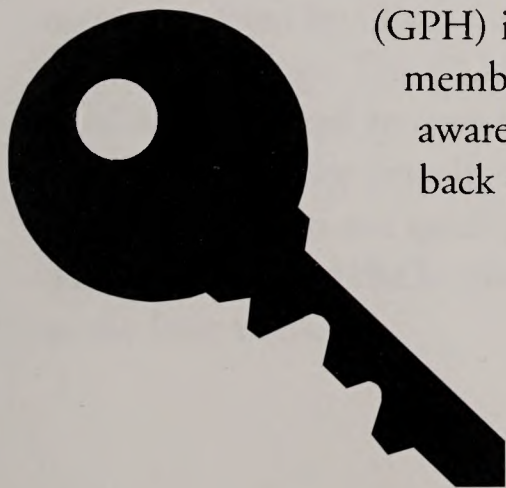
The BLM's goal is to provide a safe and healthy environment for all tenants.

Tenant Responsibilities

To achieve and maintain a quality BLM Housing Program, it is important to have a partnership between the tenant and the landlord; both have certain obligations and rights.

Tenants must know and comply with all housing policies and regulations. Please read this booklet carefully; contact the local Housing Manager immediately with any questions. Additionally, employees whose

Government-provided housing (GPH) is close to and visible to members of the public should be aware that their behavior reflects back on the BLM.



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GENERAL ISSUES

Administrative Adjustments

The administrative adjustments authorized by OMB Circular A-45 include the following:

1. Excessive heating/cooling costs
2. Excessive size or quality
3. Inadequate size or quality
4. Isolation
5. Loss of privacy
6. Maintenance of two households
7. Site amenities
8. Space devoted to official use

Eligibility for adjustments is determined by individual circumstances. In some cases, tenants are required to produce proof that they are entitled to receive the adjustment (i.e., loss of privacy, excessive heating/cooling). To determine eligibility for any adjustment to which they believe they are entitled, tenants should contact their housing manager.

The percentage values for the administrative adjustments are fixed by OMB Circular A-45 and are not subject to change. The BLM National Quarters Officer is *NOT* authorized to exceed the percentages in OMB Circular A-45, nor permitted to give an adjustment for which tenants do not qualify. There must be complete documentation in the housing files for any adjustments to the base rents.

Alcoholic Beverages

No underage drinking (i.e., drinking under the age of 21) is allowed in Government-provided housing. Additionally, good judgment must be exercised when consuming alcoholic beverages. Noisy and disruptive behavior will not be tolerated. Remember, in the eyes of the public, you represent the U.S. Government.



Consumer Price Index (CPI) Adjustments

OMB Circular A-45 requires agencies to implement CPI adjustments at the beginning of the first full pay period commencing on or after March 1 of each year. The BLM will give affected tenants a 30-day written notice prior to implementation.

If for some reason the rent increases by 25 percent or more as a result of a new regional survey or CPI adjustment, then the increase will be implemented (phased in) in equal quarterly increments over a one-year period.

Because the rental charge is based upon changes in the rates in the private rental market, there is no limit on the amount of the increase. Tenants will never be charged more than they would pay for a similar dwelling in the nearest established community.

Other BLM employees living in town are already paying the rental rates that GPH tenants are being charged. There is no limit on their rents either.

Disposition of Abandoned Personal Property

When vacating Government housing, tenants must remove all personally owned household goods or property from the housing structures and grounds immediately. Any property remaining after vacating housing will be moved and stored by the Government to allow occupancy by new tenants. Any associated costs, including extended rental, moving, storage, and administration, will be the responsibility of the former tenant and will generally be billed by using a Bill of Collection. If tenant property continues to remain in Government possession after 30 days, it will be treated according to the statutory guidelines for abandoned property and will ultimately become the property of the Government.

Emergency Evacuations

In emergency situations, it may be necessary to evacuate tenants and members of their household. The Comptroller General has authorized the BLM to incur certain expenses related to this type of relocation. *Payroll deductions for housing will continue.* Under certain circumstances, BLM-incurred expenses may include moving and/or temporary lodging. There is no authority for the payment of subsistence for meals. Other costs involved, if claimed, will be administratively determined based on their merits.

Eviction Authority

The Field Office Housing Manager has the authority to evict any tenant upon termination or breach of the terms of occupancy listed in the General Terms and

Conditions of the Housing Assignment Agreement section of this booklet, and on the back of Form DI-1881, Quarters Assignment Agreement. The personnel office will be notified when considering an eviction and the matter will be adequately documented. The Regional Solicitor will also be contacted to aid in complying with local and State laws.

Firearms

There is no official policy on keeping firearms in BLM housing. The tenant and management should use discretion in maintaining firearms on the premises, especially if the government housing is in a public area. In some cases, the employee's occupation may require a firearm (e.g., a law enforcement officer).

General Terms and Conditions of the Housing Assignment Agreement

Conditions of occupancy must include, but are not limited to, the following terms:

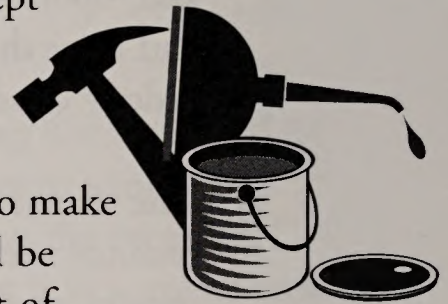
1. Tenant may be evicted by the Field Office Housing Manager for:
 - a. Breach of Agreement,
 - b. Termination of Agreement, or
 - c. Serious threats to the public health and welfare, resources, and Government property.
2. The premises must be used only for immediate family residence purposes unless specifically approved in writing by the BLM's National Quarters Officer (BC-652) or designee. It may

not be assigned or sublet by the tenant in whole or in part. Nor may any business be conducted on the premises unless authorized in writing by the BLM's National Quarters Officer.

3. The tenant must keep the premises in a clean, sightly, and safe condition at all times (including mowing lawns/shoveling walks and driveways) and, upon vacating, must remove all property and leave the housing unit in a clean and orderly condition.
4. The tenant must notify the BLM of all maintenance needs. The tenant must not make repairs, alterations, improvements, or additions to the premises unless authorized in advance in writing by the Field Office Housing Manager. All alterations, improvements, or additions so authorized and made shall become and remain the property of the United States.
5. The tenant must be charged normal rent for housing during temporary periods of absence unless housing is temporarily assigned to another paying tenant during the absence of the tenant.
6. The tenant must occupy housing and control his/her family, pets, and guests in such a manner so as not to interfere with BLM operations at the installation. It is the responsibility of each Field Office Manager to implement and enforce the BLM's pet policy. The Pet Authorization Terms and Conditions approval form (located in Appendix B in the BLM Housing Managers Guidebook) should be used.

7. The Field Office Housing Manager or his/her designated representative must have free access to the premises at all reasonable hours, with prior notice to the tenant, for the purpose of examining the same and to make repairs or alterations, except in emergency situations.

8. Any damage to the premises resulting from neglect of tenant, except reasonable wear and tear, must be repaired by the tenant. Upon written notification, if the tenant fails to make repairs, then the repairs will be made by BLM and the cost of same must be reimbursed by the tenant by cash payment or payroll deduction within 14 days. A Bill of Collection (BLM Form 1371-22) will be issued for any costs incurred by the BLM.



9. It is recommended that the tenant carry renter's insurance for their personal property. Government liability is limited under the Federal Tort Claims Act.

10. The BLM will maintain housing; paint the exterior and interior; and provide window and floor coverings, a range, and a refrigerator, where appropriate.

11. There must be no cohabitation in dormitories or housing units where it would infringe on the rights of the other tenants.

Government Housing Check-In/Check-Out Inspection

The tenant should participate in a walk-through inspection (DI-1879, Occupancy Inspection Form) at both the beginning and end of occupancy to determine the condition of the unit. The tenant can be of assistance by participating in periodic maintenance inspections and by identifying maintenance problems that might otherwise be overlooked. If the tenant chooses not to participate, it may be deemed that any decision (good or bad) is non-disputable and any fines or charges must be paid by or charged to the tenant.

Home Businesses

Home businesses include both for-profit and not-for-profit businesses of a continuing nature. Activities of a one-time or infrequent nature, such as a garage sales, are not considered home businesses and are exempt from the permission process described below, though even one-time events must be consistent with the criteria listed.

Tenants must seek written approval from the Field Office Manager of any existing or future plans for any home business. Written authorization may be issued by Field Office Managers for eligible activities, with or without special conditions to meet local requirements, for periods up to 3 years, and may be renewed. Denials may be appealed to the State Director. Home businesses that *may be permitted* are listed below:

1. A product produced in the home that is sold outside of the worksite. Examples: painting a

landscape and selling the product at a fair, or selling products through or to a concessionaire.

2. Goods or services that are provided to employees and others living onsite, as long as this does not entail door-to-door solicitation. Examples: selling housewares or cosmetics; providing child care or in-house nursing or similar care done on a regular fee-for-service basis; giving music lessons; or repairing small appliances. Child care services are *prohibited* in units with lead-based paint.
3. A home business that is conducted by telephone, mail, or e-mail through the internet. Example: a mail order business.



However, BLM managers *may not permit* a person in a Bureau unit, including non-employees and family members, to conduct a business activity within the worksite where such action will:

1. Interfere with the BLM mission, such as endangering resources, impacting visitor use, hindering employee duties, competing with a concessionaire, or providing a "visitor service."
2. Be in conflict, create an appearance of a conflict of interest, or be inconsistent with the Department of the Interior's Regulations on Employee Responsibilities and Conduct. (Reference 43 CFR, Parts 1 through 7 at <http://www.access.gpo.gov/nara/cfr/index.html>.)

3. Constitute a nuisance (parking problems, noise, etc.) or visual impairment.
4. Involve the use of Government housing as a store or professional company where the general public comes to transact business.
5. Involve the use of Government housing as rental space for overnight accommodations or involve the sublease of Government housing.
6. Involve door-to-door solicitation onsite or any form of visitor solicitation.
7. Involve advertising, signs, or notices on the worksite.

Persons having home businesses in GPH must comply with all applicable Federal, State, and local laws and regulations. The failure to do so is grounds for cancellation of the written authorization.

Housing Assignment Termination

Occupancy ends upon expiration of the tenant's employment at his/her duty station, unless previously terminated at the option of either party with a 30-day written notice. The Housing Manager may extend the tenant's stay in Government housing if it is in the best interest of the BLM.

Housing Provided to Volunteers

A volunteer agreement needs to be set up with each volunteer stipulating the exact nature and quantity of

the work that needs to be done. Volunteers may be lodged in Government-provided housing when this housing is not needed for paid employees. As a matter of policy, volunteers will not be charged rent or utility costs for such occupancy. Field Office Managers will determine which Field Office or benefiting account will pay rent and utilities for the units being used by volunteers and have them reimburse the BLM housing income account (9710RD) for the full rent and utilities. Any excessive cleaning and damages (over \$100) will be billed directly to the volunteer on a Bill of Collection (BLM Form 1371-22).

Insurance of Tenant's Personal Property

Tenants of Government housing may file claims for damages resulting from property losses, property damages, personal injuries, and death where it is alleged that the damages resulted from the negligent or wrongful acts or omissions of employees of the Department. Specific guidelines for processing tort claims are found in 451 DM.

Since the Government's liability and the amount of settlement may be less than the amount claimed, tenants should seriously consider the desirability of obtaining their own insurance. Housing rental receipts *must never* be used as the source of funds from which claim settlements are paid.

Official Use Space

Where a portion of a GPH is used or set aside solely for Government business purposes, the official use space shall be exempted from assessments of rental and

related facilities charges. In order to exempt official use space from rental assessments, all of the following conditions must be met:

1. The use of space in GPH for official purposes must be required and approved in writing by the installation manager.
2. The installation manager must determine that the use of the space for official purposes renders the space unsuitable for residential use.
3. The amount of official use space must be significant; i.e., at least one room or 100 square feet of finished floor space.
4. The official use space must be clearly identifiable and measurable.

Pets in Residences

It is up to each Field Office to develop a policy for keeping pets in BLM housing. Pet owners are responsible for their pets' actions. Any excessive cleaning of or damages to Government property will be charged to the tenant. If tenants have pets, they must sign the Pet Authorization Terms and Conditions approval form (located in Appendix B in the BLM Housing Managers Guidebook).



Possessory Interest Tax

Under the regional rate setting process, Government rental rates are based on comparable rents paid in the private housing community, and the real property tax paid by a private landowner is represented by a portion of the monthly contract rent. Since this charge is not excluded from the contract rent in determining the base rental rate for comparability purposes, the housing rate already reflects the real estate tax for comparable private rental property. Therefore, to allow the tenant(s) in Government housing to pay a possessory interest tax to a local taxing authority amounts to a double charge to the tenant.

Since the actual charge to be levied in future years by those States that have statutory authority to collect a possessory interest tax would not be known at the time the rental rate is established, exclusion of an estimated annual tax is considered inappropriate in establishing the Monthly Base Rental Rate.

When a possessory interest tax is paid by the employee, that amount should be refunded without interest to the employee. Receipts of possessory interest tax paid to State or local governments must be provided to the BLM's National Quarters Officer for verification of occupancy before payment is made. Reimbursements must be made during the same fiscal year as payment of the tax.

Where reimbursement is sought by a former tenant or non-Bureau employee, any refund will be subject to prevailing accounting restrictions. Such refunds are exempted from the Adjustment Limitation Provisions.

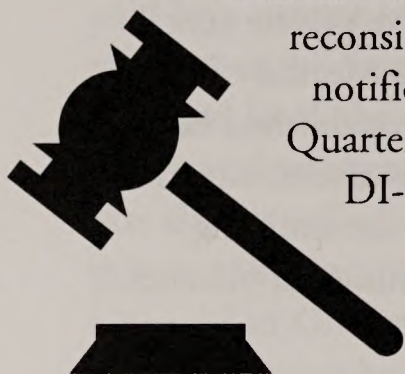
Regional Rental Surveys

A regional rental survey is an impartial study of comparable private rentals. The purpose of a regional survey is to establish reasonable rents for housing by obtaining community and comparative private rental housing data for use in compiling the Monthly Base Rental Rate (MBRR) tables for each established housing classification. Local market data is also obtained on the cost of related facilities for use in determining charges for Government-provided utilities, appliances, furnishings, and other services.

The cycle for review and analysis of rental rates in the nearest established community is at least every 4 years. The surveys are conducted in accordance with Departmental regulations. Following an analysis of the data gathered in the survey, MBRRs are established for the various classes of housing. Separate rates are developed for single family homes, apartments, mobile homes, and trailer pads.

Rental rates for quarters where no market comparables are available (bunkhouses and dormitories) are established through an extension of the principle of comparability, as authorized in OMB Circular A-45. Under this procedure, rental rates are established using the most comparable rental housing available, and the rate is essentially 50 percent of the average house rent. No Administrative Adjustments are given to bunkhouses or dormitories.

Requests for Reconsideration and Appeals of Rental Rates



Tenants will be notified at the time their rental rate is established or adjusted of their right to request reconsideration of the rental rate. This notification appears on Form DI-1881, Quarters Assignment Agreement and Form DI-1882, Notice of Rental Adjustment.

Employees/tenants have the right to contest any aspect of the rental rate establishment process. This is a two-step process:

(1) requests for reconsideration and (2) appeals.

Housing Managers must ensure that employees/tenants are aware of their rights and the procedures for exercising official claims.

Requests for Reconsideration

A request for reconsideration is the first step in the appeal process. This is a written request by the employee/tenant for reconsideration of the rental rate establishment process. It is a prerequisite to an appeal to the Office of Hearings and Appeals.

Employees/tenants may request reconsideration of rental rates, adjustments, or other related charges whenever they believe that the housing has been improperly classified by erroneous factual determination, or that rates have not been established using the Regional Quarters Rental Survey guidelines or those of OMB Circular A-45.

Process:

1. The employee/tenant should work with the Field Office Housing Manager to resolve tenant issues. The Field Office Housing Managers are encouraged to seek assistance and input from the BLM's National Quarters Officer in an attempt to resolve issues at the lowest level and avoid the formal appeal process.
2. The request for reconsideration must be made in writing, outlining in detail the basis for the request and the names of all tenants participating in the request or reconsideration. *The request must be filed with the BLM's National Quarters Officer (BC-652) within 30 days following receipt of the notice of change in rental rate.*
3. The filing of a request for reconsideration *should not* serve to delay implementation of the revised rental rates and related facilities charges. However, the employee must be credited with whatever overpayment, if any, resulted during the period from the date the rental increase became effective to the date the rate is modified. Conversely, the employee must pay the Government whatever underpayment, if any, resulted during this period.
4. The BLM's National Quarters Officer must issue the final decision on a request for reconsideration within 30 days of receipt. The failure of the BLM's National Quarters Officer to issue a decision within 30 days of receiving a request for reconsideration shall be deemed a decision of denial and grounds for appeal.

5. The employee/tenant has the burden of proof on a request for reconsideration and subsequent appeal based on factual information.

Appeals

An appeal is a written request by the employee/tenant to the Office of Hearings and Appeals (OHA), 801 N. Quincy St., Suite 300, Arlington, VA 22203, for an examination of the issues raised in a request for reconsideration. The appeal must be filed within 30 days of receiving of a decision on a request for reconsideration. The filing of a request for reconsideration and a decision on it are prerequisites to an appeal. The appeal to the OHA is the sole procedure for appeal from the BLM's National Quarters Officer's decision on reconsideration.

Appeals are subject to the following conditions:

1. Matters not raised in the initial request for reconsideration *must not* be considered in an appeal. This includes the names of all employee/tenants participating and the specific errors alleged in the initial request for reconsideration.
2. Appeals undertaken for increased rental rates already in effect, or proposed rates, should be adjudicated as of the date the rate increases were implemented.
3. The filing of an appeal *should not* result in postponing implementation of a proposed rate pending adjudication of the appeal.

4. Where an appeal results in a revision of the new rental rate, the employee must be credited with whatever overpayment resulted during the period from the date the new rental increases were implemented to the date of the appeal decision. Conversely, the employee must pay the Government whatever underpayment, if any, resulted during this period.
5. Except as otherwise specifically provided herein, an appeal must be conducted in conformance with 43 CFR, Part 4, Subparts A, B, and G.

NOTE: If employees are in official leave or travel status at the time rental rates and related charges are issued and they wish to file a request for reconsideration or appeal, the 30-day deadlines for filing should be extended accordingly. Documentation relating to leave or travel should be included in the request.

Relocation Costs

Every effort will be made to accomplish maintenance and rehabilitation work during periods of vacancy.



However, where it is necessary to relocate an employee-tenant of Government housing to another housing unit or temporarily to private sector housing, the office managing the housing unit must pay the costs of moving and/or storing the tenant's personal effects, as well as the cost of private sector housing. Relocation is considered to be an administrative cost of operating the installation.

Tenants of BLM housing who are temporarily relocated into private housing *must continue* to pay their biweekly base rent through the payroll deduction. Offices should make appropriate arrangements to ensure that utility charges are allocated fairly between the tenant and the Government during rehabilitation work.

The BLM is not required to pay relocation costs for non-Federal tenants.

Relocation of Deceased Employee's Dependents

There is no statutory or regulatory provision that provides for reimbursement of the cost of return transportation of a deceased employee's family and their baggage and household goods, except when the employee dies while stationed at a post outside the conterminous United States (e.g., Alaska) or while in transit to or from such post. (See Comptroller General Decision, Document Number: B-24711.)

Rental Rates

Monthly Base Rental Rate (MBRR)

The MBRR reflects the value of an unfurnished unit with a range and refrigerator before applying any administrative adjustments or utilities.

Final Rental Rate

The rental rate, after all adjustments, must not be less than 50 percent of the base rental rate, unless an

adjustment for isolation has been made. In such instances, the rental rate may be set at not less than 40 percent of the base rental rate.

The final rental rate actually reflects:

1. The addition of charges for related facilities (services, utilities, appliances, and furnishings).
2. The application of administrative adjustments authorized by OMB Circular A-45.

Rent Deductions

Tenants are responsible for verifying pay deductions for rent and tax status as stated on each leave and earnings statement. Any differences between the assigned rent and the deduction in salary should be reported *immediately* to the Housing Manager. The Housing Manager should contact the DOI Payroll Office to resolve the pay differences.

Responsibility for Loss or Damage to Government Housing

Tenants of housing are responsible for the care and safekeeping of the housing and related Government-provided property, appliances, furnishings, and fixtures. Tenants will be held financially responsible for property lost or damaged in excess of normal wear and tear. When Form DI-1879, Quarters Occupancy/Vacancy Inspection Form, documents damage to housing or other Government property, or when missing Government property is identified, the BLM shall hold the tenant

liable and a Bill of Collection for lost property or damage will be issued to the tenant.

Satellite Dishes



Personal satellite dishes must be approved by the Field Office Manager before being installed at a housing unit or used by an employee. Once approved, installation of satellite dishes and monthly payments *will be at the sole expense of the tenant and billed directly to the tenant by the supplier.* If the Field Office Manager wants to have a satellite dish installed at a dormitory, then the monthly service charge for the dish will be added to the Monthly Rental Rate of the dorm and divided equally among the tenants.

Smoking in Government Housing

The BLM strongly encourages a smoke-free environment in both the workplace and Government housing. Smoking and secondhand smoke have been identified as both a health and safety hazard. Smoking in Government housing is not recommended. Field Office Managers should have developed a policy on smoking for their housing units.



Tenants on Leave Without Pay or Furlough

Tenants on leave without pay or furlough will continue to be charged for housing and related facilities unless the housing unit is vacated and made available to the BLM for reassignment. A Bill of Collection will be issued for any rent due during furlough.

Utilities

Data is collected and analyzed to determine the average amount of each utility used in *comparable private sector* housing (houses, mobile homes, apartments, and plexes) in the nearest established community or survey area. Where the Government furnishes utilities, and where the Monthly Base Rental Rate (MBRR) is established by the survey method, the utility rates are the regional average utility rate as prescribed in each survey report for each type of housing, *not* the rates prevailing in the nearest established community and *not* the rate the Government pays for the utility. These costs are updated annually.

There are many things that are not
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